

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 045		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10FE004975	
6. ISSUED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123		CODE 01601		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	
				CODE 01601	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  DELTHA-CRITIQUE JOINT VENTURE Attn: EARL WASHINGTON 900 Commerce Road East NEW ORLEANS LA 70123		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC96-06P092716	
				10B. DATED (SEE ITEM 13) 08/11/2006	
CODE 128204208		FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Bilateral modification is effective by both the signatures of the Contractor and Contracting Officer.

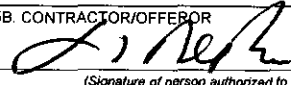

Reference Section B., Clause B.2 entitled "Indefinite Delivery/Indefinite Quantity, Cost Estimate and Performance Fees" is hereby deleted in its entirety and replaced with the Clause entitled "Level of Effort". Clause B.4 entitled "Estimated Cost and Fee" is hereby deleted in its entirety and replaced with the Clause entitled "Level of Effort, Estimated Costs, and Fees". (copy of replacement clauses attached)

Subj to Retent: N

FOB: Destination

Period of Performance: 11/01/2006 to 10/31/2010

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Louis J. DEFUSCO, Project Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Joyce B. Francois</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>03/10/10</b>	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED <b>03/10/10</b>

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

B.2 LEVEL OF EFFORT

The work described in Paragraph B.1 is contracted for the entire term of the contract. The work shall be accomplished on the basis of an estimated level of effort (LOE), as set forth below. The LOE shall consist only of the Contractor's direct productive labor-hours (DPLH) expended in performance of the contract. The Contractor shall be obligated to perform all required work during the term of the contract even if DPLH in addition to that set for below are required; however, the Contractor shall not be required to perform such additional DPLH until added to the contract by the Contracting Officer. There is no guarantee, however, that all of the estimated DPLH will be required during the term of the contract or that any additional DPLH will be added.

DPLH are defined as actual work exclusive of vacation, holiday, sick leave, administrative leave, and other absences. The Contractor shall keep complete and accurate records on the DPLH charged to this account.

It is anticipated that in the event additional DPLH are required in performance of the work during the term of the contract, a request for proposal will be issued to the Contractor for the additional DPLH. The parties will negotiate an equitable adjustment in estimated cost and fee for the additional DPLH and modify the contract appropriately. Failure of the parties to agree to an equitable adjustment for the additional DPLH shall constitute a "dispute" within the meaning of Section I, Clause I.70, entitled "Disputes, Alternate I" in Section I of the contract. The Contracting Officer shall unilaterally adjust the contract to incorporate the additional DPLH and estimated cost and fee, and the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision rendered pursuant to Section I, Clause I.70.

If there is a significant deviation from the total estimated LOE (DPLH) at the end of the contract period, the Government contemplates negotiating an equitable adjustment to the fee.

In performance of Task Assignments issued hereunder during the contract period, the DPLH, estimated cost, and fees are shown in B.4.

Section B.4 is modified to read as follows:

**B.4 LEVEL OF EFFORT, ESTIMATED COST, AND FEES**

a. The total Level of Effort (DPLH) for this contract, inclusive of options, is 237,332.

b. The estimated cost (includes total available fee) for this contract is as follows:

	<b>ESTIMATED COSTS AND FEE(S)</b>							
Estimated Costs and Fee(s)	1st Year Base Award 11/01/06 through 10/31/07	2 <sup>nd</sup> Year Base Award 11/01/07 through 10/31/08	3 <sup>rd</sup> Year Base Award 11/01/08 through 10/31/09	Total Base Period 11/01/06 through 10/31/09	Option Year 1 11/01/09 through 10/31/10	Current Contract Value	Option Year 2 11/01/10 through 10/31/11	Estimated Cost and Available Fee(s)
Estimated Costs	\$2,477,024	\$2,725,433	\$3,502,155	\$8,704,612	\$2,878,488	\$11,583,100	\$2,911,159	\$14,494,259
Base Fee	\$4,160	\$7,688	\$32,525	\$44,373	\$5,616	\$49,989	\$5,586	\$55,575
Performance Fee	\$167,816	\$178,178	\$195,559	\$541,553	\$198,121	\$739,674	\$200,247	\$939,921
Total Fee Available	\$171,976	\$185,866	\$228,084	\$585,926	\$203,737	\$789,663	\$205,833	\$995,496
Total Costs and Fee(s)	\$2,649,000	\$2,911,299	\$3,730,239	\$9,290,538	\$3,082,225	\$12,372,763	\$3,116,992	\$15,489,755

b. The estimated cost for the Phase In period is \$ 00. There will be no fee paid for the Phase In period.

c. The total estimated costs and fee(s) for the Base Period are \$9,290,538. The estimated costs and fee(s) for Option Year 1 are \$3,082,225. The Current Contract Value is \$12,372,763.

**B.5 OBLIGATION OF FUNDS** - The amount of funds obligated under this contract is \$11,783,808 for payment of allowable costs/fees.